

Please ensure the following materials are included and/or completed prior to submitting the U.S. Bank Multi Service Aviation Card Application.

**ENSURE the Application is complete and accurate:**

- Complete all parts of Section 1.
- IF you anticipate monthly charge volume of **\$25,000.00 OR LESS** on the Multi Service Aviation Card(s), please complete Section 2 **AND** sign in Section 4.
- IF you anticipate monthly charge volume of **GREATER than \$25,000.00** on the Multi Service Aviation Card(s), please read Section 3 **AND** sign in Section 4. Submit all additional requested information (for example, financial statements as specifically described in Section 3 of this Application and Section 14 of the Agreement) and return with completed Application.
- Read the attached Aviation Card Terms and Conditions and keep it for your records, along with a copy of this Application.
- Is the Application signed and dated?
- Does the Application contain all required information?

**HELP us speed up the processing of your documents**

In completing the Card Application, please note that performing the following actions will shorten the time for processing:

- The signer's title must be the same and consistent on all pages.
- If you have been requested to send financial statements, please be sure they contain the following documents:
  - Balance Sheet
  - Income Statement/Profit and Loss
  - Statement of Cash Flows (if available)
  - Auditor's Opinion (if available)
  - Latest interim statements if last annual statement is older than five (5) months
- If you are unsure of the legal name of your company or the signer's title, please verify by calling your Controller's office, or discuss your options with your U.S. Bank Representative.

**THE FULL AND COMPLETE LEGAL NAME MUST BE INSERTED IN ALL AREAS THAT REQUIRE THE LEGAL NAME. VARIATIONS OR ABBREVIATIONS OF THE LEGAL NAME ON THIS APPLICATION OR ANY ATTACHED OR ACCOMPANYING DOCUMENTS CANNOT BE ACCEPTED.**

**Send the completed application and financial statements via fax to Multi Service Aviation at 866-977-1476, email to [msanewapplications@usbank.com](mailto:msanewapplications@usbank.com) or mail to:**

**Multi Service Aviation Card Center  
Attn: Credit Administration  
PO Box 13050  
Overland Park, Kansas 66282-3050**

If you have any questions about the U.S. Bank Multi Service Aviation Card program, please call your U.S. Bank Representative.





# U.S. Bank Multi Service Aviation Commercial Card Application

The creditor and issuer of the Multi Service Aviation Card is U.S. Bank National Association ("U.S. Bank"), dba Multi Service Aviation ("U.S. Bank" or "MSA")

1. Complete all parts of Section 1.
2. IF you anticipate monthly charge volume of **\$25,000.00 OR LESS** on the Multi Service Aviation Card(s), please complete Section 2 **AND** sign in Section 4.
3. IF you anticipate monthly charge volume of **GREATER than \$25,000.00** on the Multi Service Aviation Card(s), please read Section 3 **AND** sign in Section 4.
4. Read the attached Aviation Card Terms and Conditions ("**Agreement**") and keep it for your records, along with a copy of this Application.
5. Return completed Application and all additional requested information (for example, financial statements as specifically described in Section 3 of this Application and Section 14 of the Agreement) to Multi Service Aviation by fax to 866-977-1476 or mail to: PO Box 13050, Overland Park, Kansas 66282.

## SECTION 1 - COMPANY ("COMPANY") INFORMATION

**NOTE: Attach a copy of Business License, Articles of Incorporation/Organization, Certificate in Good Standing or Secretary of State Filing when returning this Application.**

|  |  |                    |                    |   |                        |
|--|--|--------------------|--------------------|---|------------------------|
| ENTITY'S LEGAL NAME (As stated on financial statements)                          |  |                    |                    | FEDERAL TAX ID                          |                        |
| DBA OR COMPANY NAME TO BE EMBOSSSED ON CARD(S) (Limit to 25 letters and spaces.) |  |                    |                    | DATE COMPANY ESTABLISHED (mm/dd/yy)     |                        |
| COMPANY PHYSICAL ADDRESS (PO Box not acceptable)                                 |  |                    |                    |   |                        |
| CITY   |  | STATE              |                    | ZIP CODE                                |                        |
| CONTACT NAME   |  |                    | CONTACT TITLE      |   |                        |
| CONTACT PHONE NUMBER   |  |                    | CONTACT FAX NUMBER |   |                        |
| EMAIL ADDRESS  |  |                    |                    | WEBSITE ADDRESS                         |                        |
| NET ANNUAL SALES<br>\$   |  | TOTAL ASSETS<br>\$ |                    | ANTICIPATED MONTHLY CHARGE VOLUME<br>\$ | NO. OF EMPLOYEES       |
|  |  |                    |                    |   | NO. OF CARDS REQUESTED |

**INDUSTRY CATEGORY:**  TRANSPORTATION  MANUFACTURER  SERVICES  RETAIL  CONSTRUCTION  LANDSCAPE  WHOLESALER  
 OTHER \_\_\_\_\_

**NOTE: FINANCIAL STATEMENTS MAY BE REQUESTED FOR SPECIFIC INDUSTRY TYPES.**

**TYPE OF ORGANIZATION:**  CORPORATION (PUBLIC)  CORPORATION (PRIVATE)  CORPORATION (NON PROFIT)  PARTNERSHIP  LLC  LLP  
 SOLE PROPRIETORSHIP  GOVERNMENT  OTHER \_\_\_\_\_

IS THE COMPANY RATED BY DUN AND BRADSTREET?  YES  NO IF YES, D&B NUMBER \_\_\_\_\_

### COMPANY IDENTIFICATION INFORMATION

To comply with the requirements of the USA PATRIOT Act, U.S. Bank and Multi Service Aviation require Company, Participant(s) and/or Cardholder(s) to provide legal entity names, physical street addresses, taxpayer identification numbers and other information that will allow U.S. Bank and Multi Service Aviation to establish identity prior to establishing Accounts under or in connection with this Application. U.S. Bank and Multi Service Aviation reserve the right to require that Company, Participant(s) and/or Cardholder(s) promptly provide to U.S. Bank and/or Multi Service Aviation additional identification documents upon request and in connection with USA PATRIOT Act compliance.

DESCRIBE NATURE OF YOUR BUSINESS \_\_\_\_\_

DOES COMPANY HAVE AN EXISTING RELATIONSHIP WITH U.S. BANCORP?  YES  NO IF YES, ACCOUNT NUMBER: \_\_\_\_\_

IF YES, WHAT TYPE OF RELATIONSHIP? \_\_\_\_\_

DOES THE COMPANY OWN A FLEET OF 10 OR MORE VEHICLES?  YES  NO

DOES THE COMPANY HAVE FREIGHT AND/OR SHIPPING EXPENSES GREATER THAN \$1 MILLION PER YEAR?  YES  NO

### FOR U.S. BANK MULTI SERVICE AVIATION USE ONLY

|              |  |             |  |            |  |
|--------------|--|-------------|--|------------|--|
| DATE OF OFAC |  | SEARCHED BY |  | PROMO CODE |  |
|--------------|--|-------------|--|------------|--|

|     |  |     |  |    |  |
|-----|--|-----|--|----|--|
| TOA |  | LOC |  | RC |  |
|-----|--|-----|--|----|--|

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DOES THE COMPANY CONDUCT BUSINESS IN A FOREIGN COUNTRY?:  YES  NO

IF YES, LIST COUNTRIES AND NATURE OF BUSINESS CONDUCTED:

|  |   |                                      |                                     |   |   |                                     |
|--|---|--------------------------------------|-------------------------------------|---|---|-------------------------------------|
| <input type="checkbox"/> AFGHANISTAN   | <input type="checkbox"/> CAMBODIA                     | <input type="checkbox"/> GAZA STRIP  | <input type="checkbox"/> JORDAN     | <input type="checkbox"/> MYAMAR (BURMA) | <input type="checkbox"/> SINGAPORE            | <input type="checkbox"/> UKRAINE    |
| <input type="checkbox"/> ALBANIA       | <input type="checkbox"/> CHILE                        | <input type="checkbox"/> GEORGIA     | <input type="checkbox"/> KAZAKHSTAN | <input type="checkbox"/> NICARAGUA      | <input type="checkbox"/> SOUTH KOREA          | <input type="checkbox"/> URUGUAY    |
| <input type="checkbox"/> ANGOLIA       | <input type="checkbox"/> CHINA                        | <input type="checkbox"/> GUATEMALA   | <input type="checkbox"/> KUWAITT    | <input type="checkbox"/> NIGERIA        | <input type="checkbox"/> SOMALI               | <input type="checkbox"/> UZBEKISTAN |
| <input type="checkbox"/> ARGENTINA     | <input type="checkbox"/> COLUMBIA                     | <input type="checkbox"/> GAZA GUYANA | <input type="checkbox"/> LATVIA     | <input type="checkbox"/> NORTH KOREA    | <input type="checkbox"/> SRI LANKA            | <input type="checkbox"/> VENEZUELA  |
| <input type="checkbox"/> ARMENIA       | <input type="checkbox"/> COSTA RICA                   | <input type="checkbox"/> HAITI       | <input type="checkbox"/> LEBANON    | <input type="checkbox"/> OMEN           | <input type="checkbox"/> SUDAN                | <input type="checkbox"/> WEST BANK  |
| <input type="checkbox"/> AZERBAIJAN    | <input type="checkbox"/> COTE DIVOIRE (IVORY COAST)   | <input type="checkbox"/> HONDURAS    | <input type="checkbox"/> LIBERIA    | <input type="checkbox"/> PAKISTAN       | <input type="checkbox"/> SURINAME             | <input type="checkbox"/> YEMEN      |
| <input type="checkbox"/> BALKAN REGION | <input type="checkbox"/> CUBA                         | <input type="checkbox"/> HONG KONG   | <input type="checkbox"/> MACAU      | <input type="checkbox"/> PARAGUAY       | <input type="checkbox"/> SYRIA                | <input type="checkbox"/> ZIMBABWE   |
| <input type="checkbox"/> BAHAMAS       | <input type="checkbox"/> CYPRUS                       | <input type="checkbox"/> INDIA       | <input type="checkbox"/> MACEDONIA  | <input type="checkbox"/> PANAMA         | <input type="checkbox"/> TALWAN               |                                     |
| <input type="checkbox"/> BELARUS       | <input type="checkbox"/> DEMOCRATIC REPUBLIC OF CONGO | <input type="checkbox"/> INDONESIA   | <input type="checkbox"/> MEXICO     | <input type="checkbox"/> PERU           | <input type="checkbox"/> TAJIKISTAN           |                                     |
| <input type="checkbox"/> BELIZE        | <input type="checkbox"/> DOMINICAN REPUBLIC           | <input type="checkbox"/> IRAN        | <input type="checkbox"/> MALAYSIA   | <input type="checkbox"/> PHILLIPINES    | <input type="checkbox"/> TRINIDAD AND TOBAGO  |                                     |
| <input type="checkbox"/> BOLIVIA       | <input type="checkbox"/> ECUADOR                      | <input type="checkbox"/> IRAQ        | <input type="checkbox"/> MOLDOVA    | <input type="checkbox"/> QATAR          | <input type="checkbox"/> TURKEY               |                                     |
| <input type="checkbox"/> BRAZIL        | <input type="checkbox"/> EGYPT                        | <input type="checkbox"/> ISRAEL      | <input type="checkbox"/> MONGOLIA   | <input type="checkbox"/> RUSSIA         | <input type="checkbox"/> TURKMENISTAN         |                                     |
| <input type="checkbox"/> BULGARIA      | <input type="checkbox"/> EL SALVADOR                  | <input type="checkbox"/> JAMAICA     | <input type="checkbox"/> MOROCCO    | <input type="checkbox"/> SAUDI ARABIA   | <input type="checkbox"/> UNITED ARAB EMIRATES |                                     |

**BANK AND BILLING INFORMATION**

|                                 |              |            |
|---------------------------------|--------------|------------|
| NAME OF BANK                    | CITY         | STATE      |
| COMPANY ACCOUNT/FINANCE MANAGER | PHONE NUMBER | FAX NUMBER |

BILLING ADDRESS (If different from Company.)

|      |       |          |
|------|-------|----------|
| CITY | STATE | ZIP CODE |
|------|-------|----------|

|   |   |
|---|---|
| RECEIVE BILLING BY:<br><input type="checkbox"/> FAX<br><input type="checkbox"/> MAIL<br><input type="checkbox"/> ONLINE – CHOOSE USERNAME AND PASSWORD<br>USERNAME _____ PASSWORD _____ | BILL SORT METHOD:<br><input type="checkbox"/> TAIL NUMBER<br><input type="checkbox"/> CARD NUMBER |
|---|---|

**FLIGHT DEPARTMENT INFORMATION**

|                           |              |            |
|---------------------------|--------------|------------|
| FLIGHT DEPARTMENT CONTACT | PHONE NUMBER | FAX NUMBER |
|---------------------------|--------------|------------|

FLIGHT DEPARTMENT ADDRESS (If different from Company.)

|      |       |          |
|------|-------|----------|
| CITY | STATE | ZIP CODE |
|------|-------|----------|

FAA REGISTRATION:  PART 91  PART 135  PART 121  PART \_\_\_\_\_

|                              |                           |                           |
|------------------------------|---------------------------|---------------------------|
| NUMBER OF CARDS PER AIRCRAFT | ANTICIPATED MONTHLY USAGE | OTHER AVIATION CARDS USED |
|------------------------------|---------------------------|---------------------------|

AIRCRAFT INFORMATION (ATTACH ADDITIONAL SHEETS IF NECESSARY)

| TAIL NUMBER | AIRCRAFT TYPE | HOURS FLOWN PER MONTH | FUEL CONSUMED PER MONTH (GALLONS) | BASED AT (ICAO) |
|-------------|---------------|-----------------------|-----------------------------------|-----------------|
|             |               |                       |                                   |                 |
|             |               |                       |                                   |                 |
|             |               |                       |                                   |                 |
|             |               |                       |                                   |                 |
|             |               |                       |                                   |                 |
|             |               |                       |                                   |                 |
|             |               |                       |                                   |                 |
|             |               |                       |                                   |                 |
|             |               |                       |                                   |                 |
|             |               |                       |                                   |                 |

**SECTION 2 – IF YOU ANTICIPATE MONTHLY CHARGE VOLUME OF \$25,000 OR LESS ON THE MULTI SERVICE AVIATION CARD(S), PLEASE COMPLETE SECTION 2 AND SIGN IN SECTION 4.**

THE "AUTHORIZED OFFICER" MUST BE ONE OF THE FOLLOWING AND/OR HAVE AN OWNERSHIP INTEREST IN COMPANY (CHECK ONE):

- CHAIRMAN  PRESIDENT  EXECUTIVE VICE PRESIDENT  SENIOR VICE PRESIDENT  VICE PRESIDENT  TREASURER  CONTROLLER  
 OWNER/PROPRIETOR  PARTNER  MEMBER (LLC OR LLP)

|                                    |                   |               |                        |
|------------------------------------|-------------------|---------------|------------------------|
| PRINTED NAME OF AUTHORIZED OFFICER | HOME PHONE NUMBER | DATE OF BIRTH | SOCIAL SECURITY NUMBER |
|------------------------------------|-------------------|---------------|------------------------|

HOME PHYSICAL ADDRESS (PO BOX NOT ACCEPTABLE)

|      |       |          |
|------|-------|----------|
| CITY | STATE | ZIP CODE |
|------|-------|----------|

I, as the above named Authorized Officer, (a) request that U.S. Bank issue a Multi Service Aviation Card ("Card(s)") and account ("Account(s)") to designated employees/applicants in the future; (b) authorize U.S. Bank to verify my employment and income history and all other information I have provided, and to obtain information about me from other creditors, credit bureaus, third parties, and federal or state records for use in assessing my personal credit worthiness in connection with U.S. Bank extension(s) of credit to Company under the Agreement; (c) agree to be jointly and severally liable to repay any and all transactions charged to any and all Accounts, plus fees and/or other charges, according to the terms of the Agreement; (d) authorize U.S. Bank to share information about its experiences with me with U.S. Bank affiliates and credit bureaus; and (e) agree that Accounts will be used for business purposes only and not personal, family, or household purposes.

**SECTION 3 – IF YOU ANTICIPATE MONTHLY CHARGE VOLUME OF GREATER THAN \$25,000 ON THE MULTI SERVICE AVIATION CARD(S), PLEASE READ SECTION 3 AND SIGN IN SECTION 4.**

Along with this Application, please attach a copy of your most recent annual financial statement(s) according to the grid below. If the most recent annual financial statements are more than five (5) months old, please attach the most recent interim financial statements as well.

| MONTHLY CHARGE VOLUME      | FINANCIAL STATEMENTS REQUIRED | YEARS |
|----------------------------|-------------------------------|-------|
| =< \$50,000.00             | YES                           | 1     |
| \$50,000.01 - \$250,000.00 | YES                           | 2     |
| => \$250,000.01            | YES                           | 3     |

By completing this Application, Company acknowledges and agrees that: (a) all information provided in this Application is true, complete and accurate and Company has the authority to provide such information and complete such Application; (b) Company requests that U.S. Bank establish an Account in the name of Company and to issue Cards in accordance with the Agreement; (c) U.S. Bank will review this Application and may, at its sole discretion, grant such request, but that U.S. Bank is under no obligation to do so; (d) Company shall be bound by the Agreement upon signing this Application; and (e) U.S. Bank is authorized to investigate, obtain, and exchange reports and information regarding this Application and any resulting Accounts with credit reporting agencies and other parties with legitimate business needs for such reports or information. If this Application is approved, Company and U.S. Bank agree that the Agreement attached to this Application shall constitute the entire agreement between Company and U.S. Bank. This Application must be signed by at least one of the following: Chairman, President, Executive Vice President, Senior Vice President, Vice President, Treasurer, Controller, Owner/Proprietor, Partner or Member (LLC or LLP only).

**SECTION 4 – AUTHORIZATION AND EXECUTION**

By signing below, each individual signing this Application in his or her capacity as an authorized signing officer of Company, certifies and warrants that: (a) all action required by Company's organizational documents to authorize the signer(s) to act on behalf of Company in all actions taken under this Application and the attached Agreement, including, but not limited to, the authority to incur Debt on behalf of Company, has been taken; (b) each signer is empowered in the name of and on behalf of Company to enter into all transactions contemplated in this Application and the attached Agreement; and (c) the signatures appearing on all supporting documents of authority are authentic. By providing a telephone number for a cellular phone or other wireless device, you have expressly consented to receiving communications at that number, including, but not limited to, prerecorded or artificial voice messages calls, text messages, and calls made by an automated telephone to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider. All Applicants must be at least 18 years old and agree that Accounts will be used primarily for business purposes, and not personal, family or household purposes. Company has read, understands and agrees to the Agreement attached to this Application and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth in this Application.

**In witness whereof**, Company has, by its authorized signer(s), executed this Application and agrees to the attached Agreement.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_ BY:

LEGAL NAME OF COMPANY (Must match name entered under Company Information)

|                                     |   |
|-------------------------------------|---|
| SIGNATURE                           | SECOND SIGNATURE (Only if required by the Company's organization guidelines.) |
| PRINTED NAME OF AUTHORIZED OFFICER  | PRINTED NAME OF AUTHORIZED INDIVIDUAL   |
| PRINTED TITLE OF AUTHORIZED OFFICER | PRINTED TITLE OF AUTHORIZED INDIVIDUAL  |

***Please read and retain for your records and future reference.***

The creditor and issuer of the Multi Service Aviation Card is U.S. Bank National Association dba Multi Service Aviation (“U.S. Bank” or “MSA”). The Multi Service Aviation Card Terms and Conditions (the “Agreement”) is entered into, by and between U. S. Bank National Association (“U.S. Bank”) and the entity that signed the Application as “Company” for the establishment of a Program. This Agreement supersedes any previous and like agreements with Company. Any references in this Agreement to MSA refer to Multi Service Aviation.

1. **EFFECTIVE DATE.** The terms and conditions of this Agreement shall not become effective until U.S. Bank has 1) approved the credit worthiness of Company and 2) approved this Application and Agreement. The “Effective Date” of this Agreement shall be the date signed by Company.
2. **SCOPE OF MULTI SERVICE AVIATION CARD PROGRAM.** Upon approval as indicated above, MSA will issue Multi Service Aviation Cards (“Card(s)”) and establish related Accounts for Company and any affiliated entity as Company may designate in writing to MSA while this Agreement is in effect (“Participant”) pursuant to the Multi Service Aviation Card Program policies and procedures. The MSA Card Program (the “Program”) includes: transaction processing, reporting, billing, and payment systems with respect to purchases of aviation fuels and other products and services by corporate, commercial, and government aircraft operations (“Services”). Company shall furnish a list, in writing, to MSA designating such Participant(s) and business names, if business activities are conducted under a name other than that of Company. Company shall have the right to exclude any Participant from the Program upon written notice to MSA. Company shall also provide aircraft identification information (if applicable). Unless MSA notifies Company to the contrary, or a Card has been terminated as provided herein, all Cards will expire upon the expiration or termination of this Agreement. All Accounts established and Cards issued hereunder shall be used solely for business purposes and shall be governed by this Agreement. “Account” means any Account established by MSA pursuant to this Agreement in the name of Company, its Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued.
3. **LIABILITY.** Company, and if applicable, Authorized Officer, shall be liable for all Debt incurred or arising by virtue of the use of a Card and/or Account of Company, Participant or any Cardholder. “Debt” means all amounts charged to an Account including without limitation all purchases, fees, Late Charges, and other charges or amounts due that are owed to U.S. Bank by Company, its Authorized Officer(s), affiliates, Participants, and/or Cardholders.
  - a. Joint and Several Liability. Company and the Authorized Officer are jointly and severally liable to U.S. Bank for all Debt. This liability structure applies to any PCL (as defined below) when Section 2 of the Application has been completed.
  - b. Corporate Liability. Company is solely liable to U.S. Bank for all Debt. This liability structure applies to any PCL (as defined below) when Section 2 of the Application has not been completed.
4. **BILLING PROCEDURE.** MSA will send to Company a weekly billing statement (the “Statement”), which will itemize all charges for the billing period. The amount shown on the Statement as “Bill Total” shall be due and payable upon receipt of the Statement by the Company. Payment is due within fourteen (14) days after the date on the Statement (“Week Ending Date”).
5. **DELINQUENCY.** An Account will become delinquent unless U.S. Bank receives the amount shown on the Statement as Bill Total, less any disputed amounts, within fourteen (14) days after the Week Ending Date, unless otherwise agreed upon by MSA and Company. Any unpaid portion of the Bill Total will be shown on subsequent Statements under the “Account Summary” section and noted as outstanding. In the event of Company’s delinquency, U.S. Bank may elect to terminate this Agreement immediately upon notice to Company. Whether or not U.S. Bank has elected to terminate this Agreement, if any part of the amount under Account Summary shown on any Statement remains unpaid at fourteen (14) days past the Week Ending Date or any succeeding Week Ending Date, Company also shall pay to U.S. Bank a “Late Charge” in an amount equal to 3/8 of 1% per week (19.5% APR) of such amount. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection.

In the event Company fails to make full payment when due, Company acknowledges and agrees that U.S. Bank may, in addition to all other rights and remedies, invoke any and all statutory or equitable lien rights or those of any participating aviation merchants in connection with the enforcement of U.S. Bank’s right to payment under this Agreement, and authorizes U.S. Bank to file a lien for the unpaid Debt, plus Late Charges from the date of the oldest unpaid Debt, aircraft title search fees, filing fees and attorney fees, against any aircraft for which Debt was incurred and made to Card(s). If the Debt remains unpaid, U.S. Bank may institute a suit against the Company to enforce the lien and collect the Debt.

If a lien is filed, it will be based on the aircraft lien laws of the State of Texas (regardless of the domicile of the Company or where it does business, or the state of registration of the aircraft or where the aircraft owner resides or does business, or where any of the Services were furnished, or where jurisdiction may otherwise be proper regardless of where the aircraft was at the time such Debt were incurred). Venue for enforcement of this Agreement and any lien shall be in the state courts of the Commonwealth of Virginia, USA, regardless of diversity issues or amounts owed, and by using this Card, the Company waives objections to U.S. Bank’s choice of law or forum. Service of process by certified mail, return receipt requested, postage prepaid, and mailed to the Company at the address on the Application shall be sufficient to confer jurisdiction regardless of where the Company is geographically located or does business. The Company will be liable to U.S. Bank for all costs and expenses of liens and litigation including, but not limited to, Late Charges, attorney’s fees, court and discovery costs and/or other costs incurred by U.S. Bank in enforcing its rights hereunder.

6. **DISPUTED BILLINGS.** Company may notify MSA of any disputes regarding charges or billings hereunder in writing, by telephone or by electronic means. Written communications relating to billing disputes must be sent to Multi Service Aviation at PO Box 13050, Overland Park, Kansas 66282-3050, by fax to 866-977-1505, or by e-mail to msacustomerservice@usbank.com. Communications should include the Company’s and, if applicable, the Participant’s name(s) and Account number(s), the dollar amount of any dispute or suspected error and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received in written form by MSA within thirty (30) days from the last day of the billing cycle in which the disputed invoice was posted to the Account. If the disputed invoice is found to be an accurate billing transaction, then payment will be due as set forth in this Agreement.
7. **LOST OR STOLEN CARD(S) OR COMPROMISED ACCOUNT(S).** Company shall immediately, upon receipt of such information, notify MSA by either: 1) telephone at 877-MSA-CARD (672-2273); 2) in writing addressed to Multi Service Aviation at PO Box 13050 Overland Park, KS 66282-3050 OR msacustomerservice@usbank.com; 3) via facsimile at 866-977-1505; or 4) by an agreed upon electronic means as to any lost or stolen Card(s) or information associated with the Account. Company shall also immediately notify MSA by either: 1) telephone at 877-MSA-CARD; 2) in writing addressed to Multi Service Aviation at PO Box 13050 Overland Park, KS 66282-3050 OR msacustomerservice@usbank.com; 3) via facsimile at 866-977-1505; or 4) by an agreed upon electronic means to cancel a Card or other Account access. After notification has been made to MSA to cancel such Card(s) and/or Account access, use of such Card(s) and/or Account access are expressly prohibited, and the cancelled Card(s) must be immediately destroyed. Company and/or Authorized Officer is/are liable for the unauthorized use of the Card until MSA receives notification of the lost or stolen Card or to cancel the Account access. Neither Company nor Authorized Officer shall be liable for any Debt incurred or arising by virtue of the use of a Card following receipt by MSA of notice of such loss, theft, or request to cancel Account access. If fewer than ten (10) Cards are issued to Company,

## AVIATION CARD TERMS AND CONDITIONS

liability will not exceed fifty U.S. Dollars (\$50.00) per Card once MSA has been notified of the lost or stolen Card(s) and confirms that such transactions were, in fact, unauthorized. If ten (10) or more Card(s) are issued to Company, Company and/or Authorized Officer shall be liable for all unauthorized use as provided above, that is, until MSA has been notified of the lost or stolen Card(s) and confirms that such transactions were, in fact, unauthorized. In such cases, liability is not limited to fifty U.S. Dollars (\$50.00) per Card. Company agrees to assist MSA in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of the Card and/or Account and to comply with such procedures as may be required by MSA in connection with MSA's investigation. MSA is not responsible for controlling the use of any Card(s), other than as specifically provided herein.

- 8. PRICING.** The fees listed below may apply to this Agreement. Failure of U.S. Bank to apply any fee or charge outlined in this Agreement at any time does not preclude U.S. Bank from ever applying such fee or charge. U.S. Bank reserves the right to change pricing upon thirty (30) days prior notice to Company.
- If any payment on an Account is returned unpaid or the bank fails to honor any payment to U.S. Bank, Company agrees to pay the returned funds fee of thirty U.S. Dollars (\$30.00) or the amount allowed by law.
  - Late Charges as detailed in the "DELINQUENCY" section above.
  - An administration fee of seven point five percent (7.5%) is assessed on all non-fuel and some fuel transactions that occur outside of the United States and Canada. In some instances, the seven point five percent (7.5%) administration fee may be applied in Canada. Specific information can be obtained from International Operations at 913-344-6596.

**CONFIDENTIALITY.** U.S. Bank considers the Program to be a unique service involving proprietary information of U.S. Bank. Company agrees that the Program reports, manuals, documentation, systems, processes and related materials (whether or not in writing) are confidential and will be circulated only to employees and agents of Company, and only to the extent necessary for Company to participate in the Program. U.S. Bank agrees that it will maintain all non-public data relative to Company's Account(s) under the Program as confidential information and U.S. Bank agrees to use such data regarding Company exclusively for the providing of services to Company hereunder and not to release such information to any other party except its agents; provided, however, that U.S. Bank must disclose transaction information to merchants and third party processors. If Company participates in the Card Program through a third party, Company consents to U.S. Bank sharing certain customer, transaction, and volume information with such third party. U.S. Bank may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Company. The parties agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any party, or agent not essential to participation in the Program.

**10. TERM, TERMINATION AND SUSPENSION.**

- This Agreement shall remain in full force and effect for an initial term of three (3) years from the Effective Date of this Agreement, and shall continue thereafter until terminated by Company, U.S. Bank or MSA upon thirty (30) days prior written notice to the other party. The effective date of termination shall be stated in such written notice of termination. All Cards and related Accounts shall be deemed canceled effective upon termination of this Agreement.
- Notwithstanding the foregoing, a party shall have the right to terminate this Agreement immediately, by written notice of such termination to the other party, upon any one (1) or more of the following events: (i) dissolution or liquidation of the other Party, or Parent thereof, if applicable; (ii) insolvency of the other party, or Parent thereof, if applicable, or the filing of a bankruptcy or insolvency proceeding by the other party, the appointment of a receiver or trustee for benefit of creditors of the other party or the other party enters into an arrangement with its creditors; (iii) any material and adverse change in the financial condition of the other party; or (iv) any failure by the other party to perform a material obligation of this Agreement.
- Upon termination of this Agreement for any reason, Company shall ensure destruction of all Cards and return all confidential information of U.S. Bank to U.S. Bank. Company, and Authorized Officer if applicable, shall remain liable for all Debt incurred or arising by virtue of the use of a Card and/or Account prior to the termination date.
- U.S. Bank shall have the right to suspend any and all services and Debt to Company under this Agreement in the event that: (i) Company has breached any term of this Agreement; (ii) Debt due from Company, in the aggregate, exceeds the ACL or PCL as these terms are defined in Section 15 of this Agreement; or (iii) an Account becomes delinquent. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection.
- Rights, Debt or liabilities that arise prior to the suspension or termination of this Agreement shall survive the suspension or termination of this Agreement.

**11. INDEMNIFICATION.**

- Except to the extent that any injury is due to Company's or a Participant's negligent acts or omissions, U.S. Bank shall indemnify and hold Company and Participants harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of U.S. Bank, its agents, employees and subcontractors. U.S. Bank shall indemnify and hold Company and Participants harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Agreement.
- Except to the extent that any injury is due to U.S. Bank's negligent acts or omissions, Company shall indemnify and hold U.S. Bank harmless against all losses, damages, costs, expenses and liability which may result in anyway from any negligent or wrongful act or omission of Company, Participants, its agents, employees and subcontractors. Company and Participants shall indemnify and hold U.S. Bank harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Agreement.

**12. LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY, PARTICIPANT(S), U.S. BANK, MSA, OR ANY AFFILIATE OF U.S. BANK BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.**

- 13. WARRANTIES.** Company warrants the truth, completeness and accuracy of the following in connection with this Agreement: (i) The financial information and all other information provided to U.S. Bank; (ii) This Agreement is a valid, binding and enforceable agreement; (iii) The execution of this Agreement and the performance of its obligations are within Company's power, has been authorized by all necessary action and does not constitute a breach of any agreement of Company with any party; (iv) Company has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Card and/or participation in the Program; (v) the execution of this Agreement and the performance of its obligations under this Agreement will not cause a breach by it of any duty arising in law or equity; and (vi) Company possesses the financial capacity to perform all of its obligations under this Agreement. The parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and U.S. Bank will have the right, upon notice to Company, to immediately terminate this Agreement and all amounts outstanding hereunder shall be immediately due and payable.

**U.S. Bank hereby disclaims any and all warranties with respect to goods and services purchased with its Cards and/or Accounts, including, without limitation, the implied warranty of merchantability or fitness for a particular purpose.** This warranty and damages disclaimer shall apply whether U.S. Bank acts as card issuer, arranger of third party credit, or otherwise.

## AVIATION CARD TERMS AND CONDITIONS

- 14. FINANCIAL INFORMATION.** Since this Agreement is for an extension of credit with a financial institution and not a vendor services agreement, Company shall provide information as requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp (the parent Company of U.S. Bank) or any of its subsidiaries, Company shall either provide: (i) if Company anticipates monthly charge volume of equal to or less than \$25,000.00, information about an authorized officer whom U.S. Bank may underwrite on behalf of Company within Section 2 of the Application, or (ii) if Company anticipates monthly charge volume of greater than \$25,000.00 but less than \$50,000.00, the last annual financial statements, or (iii) if Company anticipates monthly charge volume of greater than \$50,000.00 but less than \$250,000.00, the last two (2) years of annual financial statements, or (iv) if Company anticipates monthly charge volume of greater than \$250,000.00, the last three (3) years of annual financial statements. If the initial set of financial statements is older than five (5) months when provided, Company must also provide interim financial statements. Annually thereafter, as soon as available and in any event not later than one hundred twenty (120) days after the end of each fiscal year of Company, Company must provide the previous years financial statements. U.S. Bank prefers audited financial statements that have been prepared by Company's independent certified public accountant. In the event U.S. Bank requires additional information to conduct its review of Company, or if Company's monthly charge volume increases such that the information it provided as described in 14.(i) above is no longer sufficient for underwriting Company, Company agrees to provide to U.S. Bank the information set forth in 14.(ii), (iii) or (iv) above, as the case may dictate, and if requested, such other information regarding the business, operations, affairs, and financial condition of Company as U.S. Bank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.
- 15. AGGREGATE PRODUCT CREDIT LIMIT AND ACCOUNT CREDIT LIMITS.** Subject to credit approval by U.S. Bank, an Account credit limit (an "ACL") for each Account and an aggregate product credit limit (the "PCL") for all Accounts shall be established by U.S. Bank pursuant to this Agreement.
- a. **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Company of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Company shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.
- b. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL. (1) *Company Accounts.* U.S. Bank shall provide notice to Company of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Company shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL. (2) *Fraudulent Activity.* U.S. Bank may revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.
- 16. CHANGE IN TERMS OF THE AGREEMENT.** U.S. Bank may change the APRs, fees and other Account terms in the future based on your experience with U.S. Bank National Association and its affiliates as provided under the agreement and applicable laws at any time by giving Company notice. If permitted by applicable law, such changes will apply to existing Account balances as well as future purchases. If Company does not accept the changes, Company must notify U.S. Bank in writing within twenty-five (25) days after the date of the notice that Company refuses to accept the changes and elects to terminate this Agreement. Should Company elect to terminate this Agreement pursuant to this Section, all outstanding Debt shall become due and payable by Company to U.S. Bank and/or MSA, according to the terms of the existing Agreement. Company will also be responsible for ensuring the destruction of all Cards.
- 17. REGISTERED MARKS AND TRADEMARKS.** Company has no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by U.S. Bank.
- 18. NOTICES.** Except with respect to notices relating to the status of individual Cards which may be established in writing between U.S. Bank and Company or a Participant, all notices, requests and other communication provided for hereunder must be directed to Company at the address on the Application and to MSA at PO Box 13050, Overland Park, KS 66282-3050. Unless otherwise specified herein, requests and other communication provided for hereunder must be in writing, postage prepaid, hand delivered or by any means approved by U.S. Bank. Either party may, by written notice to the other, change its notification address.
- 19. GOVERNING LAW.** The validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of Minnesota (without giving effect to the conflict of law principles thereof) and applicable federal laws.
- 20. COMPANY CONTACT.** The Company Contact(s) listed on the Application is/are authorized to provide U.S. Bank and/or MSA with the information necessary to establish the Account records and Cards, including, but not limited to, passwords, aircraft information, and other Account-related information. U.S. Bank and/or MSA is/are authorized to send all Account information and Cards produced to the attention of Company Contact(s). Company may, at any time, by written notice to MSA, change its Company Contact(s) or designate different Company Contact(s) than is listed on the Application.
- 21. ASSIGNMENT.** This Agreement and any and all rights and Debt associated with the same may be assigned without prior notice to Company. All of U.S. Bank's rights under this Agreement shall also apply to any assignee of this Agreement. Company may not assign or transfer this Agreement or any rights or Debt hereunder, by merger, of law, or otherwise, without the prior written consent of U.S. Bank.
- 22. CUSTOMER SERVICE.** Company may contact MSA's customer service center at 877-MSA-CARD for Program customer service.
- 23. SEVERABILITY.** Should any provision of this Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the parties.
- 24. ACCOUNT SECURITY.** The Program may enable Company to access Account and certain purchase information via MSA's website, including on-line billing and payment mechanisms and other media such as an automated telephone service. Company agrees to follow MSA security procedures and to keep any passwords confidential. Company is responsible for any losses or unauthorized access to Account data that results from failure of Company or that of Participants, employees, or other agents to fully comply with MSA security procedures. **IMPORTANT NOTICE. THIS AGREEMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS COMPANY MAY HAVE AS A DEBTOR, AND ALLOWS U.S. BANK TO OBTAIN A JUDGMENT AGAINST COMPANY WITHOUT ANY FURTHER NOTICE IN THE EVENT OF COMPANY'S DEFAULT.**
- 25. CONFESSION OF JUDGMENT.** If Company fails or refuses to honor any of its Debt set forth in this Agreement when they become due, it shall be in default, in which case Company appoints without any further action on its part, Aviation Law Center as its attorney-in-fact acting under and by virtue of a power of attorney hereby duly executed and acknowledged by Company for the purpose of confessing judgment against Company in favor of U.S. Bank or their assignee for the unpaid balance of Company's indebtedness to U.S. Bank, plus post judgment interest at the rate of two percent (2%) per month of the outstanding balance as set forth in the judgment until paid in full, and the actual costs of collection, including filing fees, expenses, and attorney fees.
- 26. NOTICE TO OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.